

**A SUBSTITUTE ORDINANCE
BY FINANCE/ EXECUTIVE COMMITTEE**

09-O-2017

AN ORDINANCE AUTHORIZING THE MAYOR OR HER DESIGNEE TO WAIVE THE PAYMENT PROVISIONS CONTAINED IN THE CITY OF ATLANTA CODE OF ORDINANCES ARTICLE X, PROCUREMENT AND REAL ESTATE CODE, TO RATIFY THE PRIOR PROVISION OF THE CISCO SMARTNET HARDWARE MAINTENANCE AND SUPPORT SERVICES FROM AUGUST 1, 2009 TO NOVEMBER 15, 2009 IN AN AMOUNT NOT TO EXCEED FOURTEEN THOUSAND, SIX HUNDRED NINETY-THREE DOLLARS AND FIFTEEN CENTS (\$14,693.15) ALL FUNDS TO BE CHARGED TO AND PAID FROM FUND, DEPARTMENT, ORGANIZATION, AND ACCOUNT NUMBERS 1001 (GENERAL FUND) 050202 (IT APPLICATIONS) 5410001 (CONSULTANT PROFESSIONAL SERVICES - CAPITAL) 1535000 (DATA PROCESSING/ MANAGEMENT INFORMATION SYSTEMS) ; AND FOR OTHER PURPOSES.

WHEREAS, the City of Atlanta ("City") executed Amendment #1 to the cooperatively procured contract between the City and Cisco Systems "Cisco") utilizing Georgia Technology Authority ("GTA") contract number S000546-043 for SMARTnet hardware maintenance and support pursuant to Resolution 08-R-1602; and

WHEREAS, Cisco SMARTnet hardware maintenance and support facilitates rapid problem resolution and improves operational efficiency through a combination of expert troubleshooting assistance, online tools and flexible device coverage options including hardware replacement when required; and

WHEREAS, with the constant risk of disruption of business continuity, the Department of Information Technology must ensure network persistence and to resolve network malfunctions as quickly as possible, requiring the City to maintain SMARTnet hardware maintenance and support services; and

WHEREAS, Cisco has continued to provide SMARTnet hardware maintenance and support services after the expiration of the agreement; and

WHEREAS, the City's future needs for the maintenance and support services will be addressed in separate legislation to be submitted for Council consideration; and

WHEREAS, the Chief Procurement Officer and the Chief Information Officer have determined that it is in the City's best interests to ratify the prior provision of services to capture any contractual rights and remedies that would have been available to the City and to authorize payment for services rendered after contract expiration; and

WHEREAS, the price of the prior provision of the SMARTnet maintenance and support services under the expired agreement, from August 1, 2009 through November 15, 2009 is in an amount not to exceed Fourteen Thousand, Six Hundred Ninety-Three Dollars and Fifty-Three Cents (\$14,693.15) to be charged to and paid from 1001 (General Fund) 050202 (IT

Applications) 5410001 (Consultant Professional Services – Capital) 1535000 (Data Processing/Management Information Systems); and

**THE CITY COUNCIL OF THE CITY OF ATLANTA, GEORGIA, HEREBY ORDAINS,
as follows:**

SECTION 1: That the City's actions in accepting and paying for services provided by Cisco from August 1, 2009, through November 15, 2009 are ratified by council, and the Chief Financial Officer is authorized to remit payment to Cisco for services rendered in the amount not to exceed Fourteen Thousand, Six Hundred Ninety-Three Dollars and Fifty-Three Cents (\$14,693.15) to be charged to and paid from fund, department organization, account number 1001 (General Fund) 050202 (IT Applications) 5410001 (Consultant Professional Services – Capital) 1535000 (Data Processing/Management Information Systems).

SECTION 2: That Chapter 2, Article X of the City of Atlanta's Code of Ordinances is hereby waived to the extent that such applies to the authorization of payment for services rendered by Cisco.

SECTION 3: That all Ordinances or parts of Ordinances in conflict with this Ordinance are waived for this instance only.

**AN ORDINANCE
BY FINANCE/ EXECUTIVE COMMITTEE**

AN ORDINANCE AUTHORIZING THE MAYOR OR HER DESIGNEE TO WAIVE THE PAYMENT PROVISIONS CONTAINED IN THE CITY OF ATLANTA CODE OF ORDINANCES ARTICLE X, PROCUREMENT AND REAL ESTATE CODE, TO RATIFY THE PRIOR PROVISION OF THE CISCO SMARTNET HARDWARE MAINTENANCE AND SUPPORT SERVICES FROM AUGUST 1, 2009 TO NOVEMBER 15, 2009 AND, UTILIZE GEORGIA TECHNOLOGY AUTHORITY CONTRACT NUMBER S000546-043 TO PURCHASE CISCO SMARTNET MAINTENANCE AND SUPPORT SERVICES FROM CISCO SYSTEMS FOR ELEVEN (11) MONTHS IN AN AMOUNT NOT TO EXCEED ONE HUNDRED FORTY-EIGHT THOUSAND, THIRTY-SIX DOLLARS AND TWENTY-ONE CENTS (\$148,036.21) ALL FUNDS TO BE CHARGED TO AND PAID FROM FUND, DEPARTMENT, ORGANIZATION, AND ACCOUNT NUMBERS 1001 (GENERAL FUND) 050202 (IT APPLICATIONS) 5410001 (CONSULTANT PROFESSIONAL SERVICES - CAPITAL) 1535000 (DATA PROCESSING/ MANAGEMENT INFORMATION SYSTEMS) ; AND FOR OTHER PURPOSES.

WHEREAS, the City of Atlanta ("City") executed Amendment #1 to the cooperatively procured contract between the City and Cisco Systems "Cisco") utilizing Georgia Technology Authority ("GTA") contract number S000546-043 for SMARTnet hardware maintenance and support pursuant to Resolution 08-R-1602; and

WHEREAS, Cisco SMARTnet hardware maintenance and support facilitates rapid problem resolution and improves operational efficiency through a combination of expert troubleshooting assistance, online tools and flexible device coverage options including hardware replacement when required; and

WHEREAS, with the ongoing risk of disruption of business continuity, the Department of Information Technology is under intense pressure to ensure network persistence and to resolve network malfunctions as quickly as possible requiring the City to maintain SMARTnet hardware maintenance and support services; and

WHEREAS, Cisco has continued to provide SMARTnet hardware maintenance and support services after the expiration of the agreement; and

WHEREAS, the Chief Information Officer desires to ratify the prior provision of the SMARTnet maintenance and support services under the expired agreement, from August 1, 2009 through November 15, 2009 for an amount not to exceed Fourteen Thousand, Six Hundred Ninety-Three Dollars and Fifty-Three Cents (\$14,693.15); and

WHEREAS, the Chief Information Officer has identified GTA Contract Number S000546-043 as a source for a cooperative purchase of SMARTnet hardware maintenance and support; and

WHEREAS, the Chief Information Officer and the Chief Procurement Officer recommend the execution of a cooperative purchasing agreement with Cisco for SMARTnet hardware maintenance and support services, utilizing GTA Contract # S000546-043 with an effective date of November 16, 2009 and ending on October 21, 2010, in an amount not to exceed One Hundred Thirty-Three Thousand, Three-Hundred Forty-Two Dollars and Sixty-Eight Cents (\$133,342.68) to be charged to and paid from 1001 (General Fund) 050202 (IT Applications) 5410001 (Consultant Professional Services – Capital) 1535000 (Data Processing/Management Information Systems).

THE CITY COUNCIL OF THE CITY OF ATLANTA, GEORGIA, HEREBY ORDAINS, as follows:

SECTION 1: That the City's actions in accepting and paying for services provided by Cisco from August 1, 2009, through November 15, 2009 are ratified by council, and the Chief Financial Officer is authorized to remit payment to Cisco for services rendered in the amount not to exceed Fourteen Thousand, Six Hundred Ninety-Three Dollars and Fifty-Three Cents (\$14,693.15) to be charged to and paid from fund, department organization, account number 1001 (General Fund) 050202 (IT Applications) 5410001 (Consultant Professional Services – Capital) 1535000 (Data Processing/Management Information Systems).

SECTION 2: That the Mayor or her designee is authorized to execute a cooperative purchasing agreement with Cisco for SMARTnet hardware maintenance and support, utilizing GTA Contract # S000546-043 with an effective date of November 16, 2009 and ending on October 21, 2010, in an amount not to exceed One Hundred Thirty-Three Thousand, Three-Hundred Forty-Two Dollars and Sixty-Eight Cents (\$133,342.68) to be charged to and paid from 1001 (General Fund) 050202 (IT Applications) 5410001 (Consultant Professional Services – Capital) 1535000 (Data Processing/ Management Information Systems).

SECTION 3: That Chapter 2, Article X of the City of Atlanta's Code of Ordinances is hereby waived to the extent that such applies to the authorization of payment for services rendered by Cisco.

SECTION 4: That the Chief Procurement Officer in consultation with the City Attorney is authorized to prepare the appropriate contractual documents to establish an eleven-month agreement with Cisco for SMARTnet hardware maintenance and support.

SECTION 5: That all Ordinances or parts of Ordinances in conflict with this Ordinance are waived for this instance only.



PARTICIPATING ADDENDUM

Under
WESTERN STATES CONTRACTING ALLIANCE (WSCA)
CISCO NETWORKING COMMUNICATIONS & MAINTENANCE MASTER AGREEMENT
("WSCA Master Agreement")
[State of Utah Contract Ref. No. AR-233]

Participating State:

Participating State Name	State of (INSERT NAME) ("Participating State")
Office/Department Name:	Office of (INSERT NAME)
Primary Business Address:	(INSERT ADDRESS)
Participating Addendum	
State Contract ID #	(INSERT #)
Other (Group Award) ID #	(INSERT #)

Contractor:

Contractor Name:	Cisco Systems Inc. ("Contractor" or "Cisco")
	170 West Tasman Drive
	San Jose, California 95314
Participating Addendum	
Cisco Contract ID #	(INSERT #)

This WSCA *Participating Addendum* between the above-referenced Participating State and Cisco (collectively hereafter referred to as the "Parties") is entered into for good and valuable consideration, the mutual receipt of which is hereby acknowledged by the Parties, on the terms and conditions set forth below as of the date of last signature below (the "Effective Date" of this *Participating Addendum*).

1. Authority & Scope

As an inducement to Cisco to enter into this agreement, the Participating State hereby warrants and represents to Cisco its legal authority to enter into this *Participating Addendum* for the purposes and upon the terms set forth herein.

[NOTE: The following section is to be drafted by the Participating State describing (1) that entity's legal authority to enter into this Participating Addendum, as well as (2) the scope of potential buyers who are authorized by law to purchase under contracts executed by authority of the entity.]

- Briefly describe the legal authority of the signatory to execute this Participating Addendum for the purpose of participating in the above-referenced, WSCA cooperative buying vehicle. If the entity is a WSCA Member, or non-member participating with the permission of WSCA and Cisco, state that here.
- Briefly describe, by statutory class, public entities authorized by state law or local rule or regulation to utilize this *Participating Addendum* as a buying vehicle simply by the issuance of such entity's purchase order. If all public sector entities within jurisdiction are eligible to use buying vehicles executed on their behalf by the Participating Entity, or if a list of such eligible entities is maintained by the Participating Entity on a public website, a simple statement referencing that fact will suffice.

2. **State-Specific Constitutional & Statutory Requirements**

The provisions of this *Participating Addendum*, Appendix A are incorporated and apply to the transactions under this agreement to the extent mandated by state constitution or applicable law(s).

[NOTE: Appendix A is to be drafted by the Participating State and requires the entity to disclose and incorporate the provisions expressly mandated by state constitution or applicable law in contracts executed by the Participating State.]

3. **Incorporation of WSCA Master Agreement**

The WSCA Master Agreement, as now or hereafter amended made by the original parties thereto during the term of this *Participating Addendum*, is incorporated as if set forth at length. All rights and obligations between the Parties are governed by the terms of the WSCA Master Agreement, as amended by this *Participating Addendum*. ("Agreement") Capitalized terms in this *Participating Addendum* shall be defined as set forth in the WSCA Master Agreement, Attachment B.

To the extent of a conflict in terms between the WSCA Master Agreement and this *Participating Addendum*, the following descending order of precedence shall apply:

1. *Participating Addendum* – Appendix A, "Statutory Requirements"
2. *Participating Addendum* (remainder of addendum)
3. WSCA Master Agreement

4. **State-Specific Purchasing Guidelines**

The provisions of this *Participating Addendum*, Appendix B - "State-Specific Purchasing Guidelines", apply to all transactions under this *Agreement*.

[NOTE: Appendix B is to be drafted by the Participating State and requires the entity to disclose and incorporate the provisions expressly mandated by state constitution or applicable purchasing guidelines.]

5. **Cisco Fulfillment Partners**

Cisco has the right to utilize alternate Fulfillment Partners, including Value Added Resellers (VARs) and/or distributors and dealers (hereafter "Reseller[s]") as fulfillment agents under this *Agreement*, e.g., for direct order taking, processing, fulfillment or provisioning.

Subject to approval of the Participating State, Fulfillment Partners may be added at any time during the *Agreement* term at the sole discretion of Cisco, with a minimum of two Resellers and no set maximum number of Resellers who may be used, subject to the approval of the Participating State. Cisco, in its sole discretion, is not required to add and may delete upon thirty (30) days written notice any Reseller who does not meet Cisco's established qualifying criteria, or where the addition of the entity would violate any state or federal law or regulation.

The name, address and approved contact number for Cisco approved Fulfillment Partners shall be separately set forth at the Contractor's website, as amended by Cisco during the term of this *Agreement*, including any applicable technical certifications or general limitations (e.g., geographic) or Cisco qualifying criteria as applicable (qualifying criteria).

6. **Ordering/Invoices**

Purchasers may place orders directly only through these Fulfillment Partners or through Cisco on products or services only provided through Cisco. Only those Fulfillment Partners approved and listed during the term of *Agreement* at Contractor's website are authorized to directly receive purchase orders, invoice Customers, and receive payment from Purchasers on Contractor's behalf. All authorized Fulfillment Partners are eligible to quote pricing to Purchasers for procurements under this *Participating Addendum* which otherwise meet the Partner's qualifying criteria.

Except as otherwise set forth in the qualifying criteria, Cisco will not, directly or indirectly, restrict any Fulfillment Partner's participation or ability to quote pricing for a Customer. Fulfillment Partner will not offer less favorable pricing discounts than the contract discounts established by Cisco under the WSCA Master Agreement. However, any additional incremental discounts available to WSCA Purchasers, if offered, may be provided in the discretion and as the sole legal obligation of the Fulfillment Partner to the Participating State.

The WSCA Master Agreement number and the State Contract Number must appear on every Purchase Order placed under this *Agreement*.

Authorized Fulfillment Partners are responsible for delivering required contract reports and remittances to the WSCA Contract Manager in accordance with the requirements and schedule for delivery established in the WSCA Master Agreement.

7. **Product & Services Offering**

The **full suite** of product and service offerings available under the WSCA Master Agreement may be procured under this *Participating Addendum*.

8. **Primary Point of Contact**

The Parties will keep and maintain current at all times a primary point of contact for administration of this *Participating Addendum*. The Parties' primary points of contact shall be set forth in this *Participating Addendum*, Appendix C - "Primary Points of Contact."

9. **Term**

The term of this *Participating Addendum* shall begin on the Effective Date and shall continue for a period ending on the Termination Date of the WSCA Master Agreement or when this Participating Addendum is terminated in accordance with the WSCA Master Agreement, whichever shall occur first.

10. **Entire Agreement/Amendment**

This *Agreement* constitutes the entire agreement between the parties concerning the subject matter of this *Agreement* and replaces any prior oral or written communications between the parties, all of which are excluded. There are no conditions, understandings, agreements, representations or warranties, expressed or implied, that are not specified herein. This *Agreement* may be modified only by a written document executed by the parties hereto.

11. **Notices**

Notwithstanding anything contained in the Agreement to the contrary, all notices required or permitted under this Agreement will be in writing and will be deemed given: (a) when delivered personally; (b) when sent by confirmed facsimile or electronic mail (in the case of Cisco to Agreement-notice@cisco.com), (provided that the original document is placed in air mail/air courier or delivered personally, within seven days of the facsimile electronic notice); (c) three (3) days after having been sent by registered or certified mail, return receipt requested, postage prepaid (or six (6) days for international mail); or (d) one (1) day after deposit with a commercial express courier specifying next day delivery (or two (2) days for international courier packages specifying 2-day delivery), with written verification of receipt. All communications will be sent to the addresses set forth on the cover sheet of this *Agreement* (and notices to Cisco shall be further addressed to the Office of the General Counsel, Attn: Contract Notice) or such other address as may be designated by a party by giving written notice to the other party pursuant to this paragraph, or, in the absence of such an address from Customer, to the address to which the last invoice under this *Agreement* was sent before notice is served.

Notwithstanding the foregoing, notices regarding changes in pricing, Software license terms, policies or programs may be by posting on Cisco.com or by e-mail or fax.

The WSCA Master Agreement, together with this *Participating Addendum* and its Appendices, set forth the entire *Agreement* between the Participating State and Cisco with respect to the subject matter and supersedes and replaces all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of the *Agreement* shall not be added to or incorporated into the *Agreement* by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this *Agreement* shall prevail and govern in the case of any such inconsistent or additional terms.

IN WITNESS WHEREOF, the parties have executed this *Participating Addendum* as of the date of last execution by the Parties below.

[Affix signatures as required by State Statutes, Rules or Policies below.]

Cisco Systems, Inc.

**(INSERT NAME)
Participating State**

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



Appendix A

State –Specific Constitutional & Statutory Requirements



Appendix B

State –Specific Purchasing Guidelines



Appendix C

WSCA Master Agreement State Participating Addendum Primary Points of Contact

STATE OF (NAME/ADDRESS/PHONE)

Phone: (808)

Fax: (808)

CONTRACTOR

Kent Leong,
Key Account Manager
Cisco Systems Inc.
500 Ala Moana Boulevard
Building #4, Suite 400
Honolulu, HI 96813

Phone: (808) 540-1710

Fax: (808) 540-1799

Quote Date:
Sales Contact:
Email:
Voice:
Fax:

Quote #: 1029324
Quote Name:
Quote Status:
Net Quote Amount: 148,036.21

TARGET SERVICE	TARGET CONTRACT	PRODUCT NUMBER	SERIAL NUMBER	ANNUAL LIST PRICE	PRORATED LIST PRICE	SERVICE EXTENDED NET	BEGIN DATE	END DATE	INSTALL SITE ID	COUNTRY	SERVICE SKU	SOURCE CONTRACT NUMBER
SNT	NEW	WS-C2950-24	FOC0812TD01	\$ 58.00	\$ 13.03	13.03	08/01/10	10/21/10	3063430 US	CON-SNT-C2950-24	90442578	
SNT	NEW	CAB-AC		-		-	08/01/10	10/21/10	3063430 US	CON-SNT-C2950-24	90442578	
SNT	NEW	CISCO2801	FTX0948D08Y	\$ 305.00		68.52	08/01/10	10/21/10	3063430 US	CON-SNT-C2801	90442578	
SNT	NEW	S280PB-12314T				-	08/01/10	10/21/10	3063430 US	CON-SNT-C2801	90442578	
SNT	NEW	WIC-BLANK-PANEL				-	08/01/10	10/21/10	3063430 US	CON-SNT-C2801	90442578	
SNT	NEW	MEM2800-64CF-INC				-	08/01/10	10/21/10	3063430 US	CON-SNT-C2801	90442578	
SNT	NEW	ROUTER-SDM				-	08/01/10	10/21/10	3063430 US	CON-SNT-C2801	90442578	
SNT	NEW	PWR-2801-AC				-	08/01/10	10/21/10	3063430 US	CON-SNT-C2801	90442578	
SNT	NEW	WIC-1DSU-T1-V2	FOC094244RD			-	08/01/10	10/21/10	3063430 US	CON-SNT-C2801	90442578	
SNT	NEW	WIC-BLANK-PANEL				-	08/01/10	10/21/10	3063430 US	CON-SNT-C2801	90442578	
SNT	NEW	CISCO2801	FTX0948D0A1	\$ 305.00		68.52	08/01/10	10/21/10	3063430 US	CON-SNT-C2801	90442578	
SNT	NEW	S280PB-12314T				-	08/01/10	10/21/10	3063430 US	CON-SNT-C2801	90442578	
SNT	NEW	WIC-BLANK-PANEL				-	08/01/10	10/21/10	3063430 US	CON-SNT-C2801	90442578	
SNT	NEW	MEM2800-64CF-INC				-	08/01/10	10/21/10	3063430 US	CON-SNT-C2801	90442578	
SNT	NEW	ROUTER-SDM				-	08/01/10	10/21/10	3063430 US	CON-SNT-C2801	90442578	
SNT	NEW	PWR-2801-AC	FOC094244F8			-	08/01/10	10/21/10	3063430 US	CON-SNT-C2801	90442578	
SNT	NEW	WIC-1DSU-T1-V2				-	08/01/10	10/21/10	3063430 US	CON-SNT-C2801	90442578	
SNT	NEW	WIC-BLANK-PANEL				-	08/01/10	10/21/10	3063430 US	CON-SNT-C2801	90442578	
SNT	NEW	CISCO2801	FTX0948D09S	\$ 305.00		68.52	08/01/10	10/21/10	3063430 US	CON-SNT-C2801	90442578	
SNT	NEW	S280PB-12314T				-	08/01/10	10/21/10	3063430 US	CON-SNT-C2801	90442578	
SNT	NEW	WIC-BLANK-PANEL				-	08/01/10	10/21/10	3063430 US	CON-SNT-C2801	90442578	
SNT	NEW	MEM2800-64CF-INC				-	08/01/10	10/21/10	3063430 US	CON-SNT-C2801	90442578	
SNT	NEW	ROUTER-SDM				-	08/01/10	10/21/10	3063430 US	CON-SNT-C2801	90442578	
SNT	NEW	PWR-2801-AC				-	08/01/10	10/21/10	3063430 US	CON-SNT-C2801	90442578	
SNT	NEW	WIC-1DSU-T1-V2	FOC094244EA			-	08/01/10	10/21/10	3063430 US	CON-SNT-C2801	90442578	
SNT	NEW	WIC-BLANK-PANEL				-	08/01/10	10/21/10	3063430 US	CON-SNT-C2801	90442578	
SNT	NEW	CISCO2801	FTX0948D08X	\$ 305.00		68.52	08/01/10	10/21/10	3063430 US	CON-SNT-C2801	90442578	
SNT	NEW	S280PB-12314T				-	08/01/10	10/21/10	3063430 US	CON-SNT-C2801	90442578	
SNT	NEW	WIC-BLANK-PANEL				-	08/01/10	10/21/10	3063430 US	CON-SNT-C2801	90442578	
SNT	NEW	MEM2800-64CF-INC				-	08/01/10	10/21/10	3063430 US	CON-SNT-C2801	90442578	
SNT	NEW	ROUTER-SDM				-	08/01/10	10/21/10	3063430 US	CON-SNT-C2801	90442578	
SNT	NEW	PWR-2801-AC				-	08/01/10	10/21/10	3063430 US	CON-SNT-C2801	90442578	
SNT	NEW	WIC-1DSU-T1-V2	FOC094244VU			-	08/01/10	10/21/10	3063430 US	CON-SNT-C2801	90442578	
SNT	NEW	WIC-BLANK-PANEL				-	08/01/10	10/21/10	3063430 US	CON-SNT-C2801	90442578	
SNT	NEW	CISCO2801	FTX0948D090	\$ 305.00		68.52	08/01/10	10/21/10	3063430 US	CON-SNT-C2801	90442578	
SNT	NEW	S280PB-12314T				-	08/01/10	10/21/10	3063430 US	CON-SNT-C2801	90442578	
SNT	NEW	WIC-BLANK-PANEL				-	08/01/10	10/21/10	3063430 US	CON-SNT-C2801	90442578	
SNT	NEW	MEM2800-64CF-INC				-	08/01/10	10/21/10	3063430 US	CON-SNT-C2801	90442578	
SNT	NEW	ROUTER-SDM				-	08/01/10	10/21/10	3063430 US	CON-SNT-C2801	90442578	
SNT	NEW	PWR-2801-AC				-	08/01/10	10/21/10	3063430 US	CON-SNT-C2801	90442578	
SNT	NEW	WIC-1DSU-T1-V2	FOC0942430K			-	08/01/10	10/21/10	3063430 US	CON-SNT-C2801	90442578	
SNT	NEW	WIC-BLANK-PANEL				-	08/01/10	10/21/10	3063430 US	CON-SNT-C2801	90442578	
SNT	NEW	CISCO2801	FTX0948D091	\$ 305.00		68.52	08/01/10	10/21/10	3063430 US	CON-SNT-C2801	90442578	
SNT	NEW	S280PB-12314T				-	08/01/10	10/21/10	3063430 US	CON-SNT-C2801	90442578	
SNT	NEW	WIC-BLANK-PANEL				-	08/01/10	10/21/10	3063430 US	CON-SNT-C2801	90442578	
SNT	NEW	MEM2800-64CF-INC				-	08/01/10	10/21/10	3063430 US	CON-SNT-C2801	90442578	
SNT	NEW	ROUTER-SDM				-	08/01/10	10/21/10	3063430 US	CON-SNT-C2801	90442578	
SNT	NEW	PWR-2801-AC				-	08/01/10	10/21/10	3063430 US	CON-SNT-C2801	90442578	
SNT	NEW	WIC-1DSU-T1-V2	FOC0942430Z			-	08/01/10	10/21/10	3063430 US	CON-SNT-C2801	90442578	
SNT	NEW	WIC-BLANK-PANEL				-	08/01/10	10/21/10	3063430 US	CON-SNT-C2801	90442578	
SNT	NEW	WIC-BLANK-PANEL				-	08/01/10	10/21/10	3063430 US	CON-SNT-C2801	90442578	

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Cisco Systems

Effective June 15, 2009, contract ownership and administration of the network agreements for all approved vendors were transferred to the Department of Administrative Services (DOAS), State Purchasing Division. In coordination with DOAS, contract information will remain available temporarily on the GTA Web site until it is available on the DOAS Statewide Contract Index or as otherwise determined by DOAS.

For more information and DOAS contract assistance, please contact:

Elizabeth Eason
IT Category Manager
State Purchasing Division
Georgia Department of Administrative Services
200 Piedmont Avenue, S.E.
Suite 1308, West Tower
Atlanta, Georgia 30334-9010
404.657.6877 (Voice)
770.357.7135 (Fax)
Elizabeth.Eason@doas.ga.gov
www.doas.georgia.gov

All purchases made under this contract must be for public use only. Purchases for personal use by public employees or officials are prohibited. This contract is not authorized for Voice over IP hardware or software.

Contract #: S 000546-043
Vendor I.D.: 77-0059951
Contract period: July 1, 2003 - June 30, 2010
Availability: Government and Education

Vendor Information:

Cisco Systems, Inc.
500 Northridge Rd., Suite 700
Atlanta, GA 30350

Fax: 678-352-2934

To request a copy of the Georgia Public Sector coverage map, please send an email to georgia-public-sector-map@cisco.com. Be sure to reference your partner name in the email request.

Ordering information:

Fax or mail orders to any authorized reseller listed below.

Payment information:

Payments for orders placed with authorized resellers should be made directly to them.

Payment terms: Net 30

Leasing option: Yes

Contract administrator, order inquiries, and complaint resolution:

Call 678-352-2500

Matt Cobb

Cisco Systems

macobb@cisco.com

678-352-2806

Cell 678-794-4138

Cisco State of Georgia Contract and Authorized Resellers



Print this

RCS# 3417
11/16/09
2:21 PM

Atlanta City Council

REGULAR SESSION

CONSENT II

REFER

YEAS: 11
NAYS: 0
ABSTENTIONS: 0
NOT VOTING: 5
EXCUSED: 0
ABSENT 0

Y Smith	Y Archibong	Y Moore	NV Mitchell
Y Hall	Y Fauver	Y Martin	Y Norwood
NV Young	Y Shook	Y Maddox	NV Willis
NV Winslow	Y Muller	Y Sheperd	NV Borders

CONSENT II

Part II: Legislative White Paper: (This portion of the Legislative Request Form will be shared with City Council members and staff)

A. To be completed by Legislative Counsel:

Committee of Purview: FINANCE/EXECUTIVE

Caption:

AN ORDINANCE AUTHORIZING THE MAYOR OR HER DESIGNEE TO WAIVE THE PAYMENT PROVISIONS CONTAINED IN THE CITY OF ATLANTA CODE OF ORDINANCES ARTICLE X, PROCUREMENT AND REAL ESTATE CODE, TO RATIFY THE PRIOR PROVISION OF THE CISCO SMARTNET HARDWARE MAINTENANCE AND SUPPORT SERVICES FROM AUGUST 1, 2009 TO NOVEMBER 15, 2009 AND, UTILIZE GEORGIA TECHNOLOGY AUTHORITY CONTRACT NUMBER S000546-043 TO PURCHASE CISCO SMARTNET MAINTENANCE AND SUPPORT SERVICES FROM CISCO SYSTEMS FOR ELEVEN (11) MONTHS IN AN AMOUNT NOT TO EXCEED ONE HUNDRED FORTY-EIGHT THOUSAND, THIRTY-SIX DOLLARS AND TWENTY-ONE CENTS (\$148,036.21) ALL FUNDS TO BE CHARGED TO AND PAID FROM FUND, DEPARTMENT, ORGANIZATION, AND ACCOUNT NUMBERS 1001 (GENERAL FUND) 050202 (IT APPLICATIONS) 5410001 (CONSULTANT PROFESSIONAL SERVICES - CAPITAL) 1535000 (DATA PROCESSING/ MANAGEMENT INFORMATION SYSTEMS); AND FOR OTHER PURPOSES.

Council Meeting Date: December 2, 2009

Requesting Dept.: Information Technology

B. To be completed by the department:

1. Please provide a summary of the purpose of this legislation (Justification Statement).

DIT would like to ratify the prior provision of Smartnet hardware support and maintenance services from Aug 1, '09 through the adoption of the legislation and enter into another contract from November 16 through July 31, 2010.

2. Please provide background information regarding this legislation.

The City executed Amendment #1 to the cooperatively procured contract between the City and Cisco Systems ("Cisco") for SMARTnet hardware maintenance and support pursuant to Resolution 08-R-1602. With the ongoing risk of disruption of business continuity, the Department of Information Technology is under intense pressure to maintain network persistence and to resolve network malfunctions as quickly as possible requiring the City to maintain SMARTnet hardware maintenance and support services.

3.

If Applicable/Known:

(a) **Contract Type (e.g. Professional Services, Construction Agreement, etc):** Hardware Maintenance and Support

(b) **Source Selection:** Cooperative Purchase GTA Contract Number S000546-043

(c) **Bids/Proposals Due:**

(d) **Invitations Issued:**

(e) **Number of Bids:**

(f) **Proposals Received:**

(g) **Bidders/Proponents:**

(h) **Term of Contract:** 1 Year

4. **Fund Account:** 1001 (General Fund) 050202 (IT Applications) 5410001 (Consultant Professional Services – Capital) 1535000 (Data Processing/Management Information Systems)

6. **Fiscal Impact:** \$148,036.21

7. **Method of Cost Recovery:**

This Legislative Request Form Was Prepared By: Kathleen Lane, DIT Compliance Analyst

Legislation Summary

Committee of Purview:

Caption

An ordinance authorizing the Mayor to execute an appropriate contractual agreement on behalf of the Department of Information Technology with Cisco Systems in an amount not to exceed one hundred forty eight thousand thirty six dollars and twenty one cents (\$148,036.21). All contract work shall be charged to and paid from fund account and center number: 1001 (General Fund), 050202 (IT Applications), 5410001 (Consultant Professional Services – Capital), 1535000 (Data Processing/Management Information Systems).

Council Meeting Date: December 07, 2009

Legislation Title: Ordinance authorizing the Chief Procurement Officer to Remit Payment utilize in Pursuant to waive Article X (“The Procurement and Real Estate Code”) of the Atlanta City Code to Ratify the Prior Provision of Cisco SMARTNET Hardware Maintenance and Support Services from August 01, 2009 to November 15, 2009 and to utilize Georgia Technology Authority Contract #S000546-043 for eleven (11) months on behalf of the Department of Information Technology with Cisco Systems in an amount not to exceed one hundred forty eight thousand thirty six dollars and twenty one cents (\$148,036.21). All contract work shall be charged to and paid from fund account and center number: 1001 (General Fund), 050202 (IT Applications), 5410001 (Consultant Professional Services – Capital), 1535000 (Data Processing/Management Information Systems).

Requesting Department: Department of Information Technology

Contract Type: N/A

Source Selection: Waive Article X (“The Procurement and Real Estate Code”) of the Atlanta City Code

Bids/Proposals Due: N/A

Invitations Issued: N/A

Number of Bids/ Proposals Received:	N/A
Bidders/Proponents:	N/A
Justification Statement:	N/A
Background:	N/A
Fund Account Centers:	1001 (General Fund), 050202 (IT Applications), 5410001 (Consultant Professional Services – Capital), 1535000 (Data Processing/Management Information Systems).
Source of Funds:	N/A
Fiscal Impact:	N/A
Term of Contract:	N/A
Method of Cost Recovery:	N/A
Approval:	
DOF:	
DOL:	
Prepared By:	Patricia Lowe, Buyer
Contact Number:	404.330.6583

TRANSMITTAL FORM FOR LEGISLATION

TO: MAYOR'S OFFICE

ATTN: GREG PRIDGEON

Dept.'s Legislative Liaison: Kathleen Lane

Contact Number: 404-335-1983

Originating Department: Department of Information Technology

Committee(s) of Purview: Finance/Executive Committee

Chief of Staff Deadline: October 27, 2009

Anticipated Committee Meeting Date(s): November 12 & December 2, 2009

Anticipated Full Council Date: December 7, 2009

Legislative Counsel's Signature: [Signature]

Commissioner Signature: [Signature]

Chief Procurement Officer Signature: [Signature]

CAPTION

AN ORDINANCE AUTHORIZING THE MAYOR OR HER DESIGNEE TO WAIVE THE PAYMENT PROVISIONS CONTAINED IN THE CITY OF ATLANTA CODE OF ORDINANCES ARTICLE X, PROCUREMENT AND REAL ESTATE CODE, TO RATIFY THE PRIOR PROVISION OF THE CISCO SMARTNET HARDWARE MAINTENANCE AND SUPPORT SERVICES FROM AUGUST 1, 2009 TO NOVEMBER 15, 2009 AND, UTILIZE GEORGIA TECHNOLOGY AUTHORITY CONTRACT NUMBER S000546-043 TO PURCHASE CISCO SMARTNET MAINTENANCE AND SUPPORT SERVICES FROM CISCO SYSTEMS FOR ELEVEN (11) MONTHS IN AN AMOUNT NOT TO EXCEED ONE HUNDRED FORTY-EIGHT THOUSAND, THIRTY-SIX DOLLARS AND TWENTY-ONE CENTS (\$148,036.21) ALL FUNDS TO BE CHARGED TO AND PAID FROM FUND, DEPARTMENT, ORGANIZATION, AND ACCOUNT NUMBERS 1001 (GENERAL FUND) 050202 (IT APPLICATIONS) 5410001 (CONSULTANT PROFESSIONAL SERVICES - CAPITAL) 1535000 (DATA PROCESSING/ MANAGEMENT INFORMATION SYSTEMS) ; AND FOR OTHER PURPOSES.

Mayor's Staff Only

Received by CPO: _____

(date)

Received by LC from CPO: _____

(date)

Received by Mayor's Office: [Signature]

(date)

Reviewed by: [Signature]

(date)

Submitted to Council: _____